

PREPARED BY AND
When recorded mail to:
BNSF Railway Company
% Southwest Land Group, LLC
9360 E. Raintree Drive, Ste 101
Scottsdale, AZ 85260
(817) 352-6466

6/03/08 8:59:02
BK 596 PG 112
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, 2000 Corporate Drive, Canonsburg, PA 15317 ("**GRANTOR**"), for Two Thousand Five Hundred and No/100 Dollars (\$2500.00), and other valuable consideration, to it paid by **BNSF RAILWAY COMPANY**, a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, AOB-3, Fort Worth, Texas 76131-2830, **GRANTEE**, and the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell and convey unto the Grantee, subject to the terms and conditions hereinafter set forth, a perpetual, **NON-EXCLUSIVE ACCESS EASEMENT** (the "**Easement**") to Grantee and its employees, agents successors, licensees, contractors, agents and assigns (the "**Grantee Parties**") for vehicular and pedestrian access over, upon and across that certain portion of Grantor's premises situated in Desoto County, State of Mississippi as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Premises**"). The portion of the Premises covered by the Easement is specifically described on Exhibit "B" attached hereto and is referred to hereinafter as the "**Easement Area**."

The foregoing Easement is granted subject to and upon the following express conditions:

1. The Grantor, on behalf of itself, or its successors and assigns, may (a) use the property within the Easement Area and (b) grant additional uses of the property within the Easement Area to third parties, so long as (i) such use, additional uses and/or third parties do not interfere with the use of the Easement Area by the Grantee and/or Grantee Parties and (ii) no structures are built within the Easement Area. The Grantor on behalf of itself and its successors and assigns covenants and agrees that any such additional uses shall in no way impede or deny Grantee's and/or Grantee Parties' full use and enjoyment of the Easement granted herein.
2. Subject to Section 3 below, Grantee and Grantee Parties shall have the unrestricted right, but not any obligation, to remove all trees, brush and other vegetation from the Easement Area in order to (i) improve the existing roadbed and/or (ii) further extend the existing roadbed parallel and adjacent to Grantee's existing property line to the east to the extent necessary to reach Grantee's property line to the north, with the decision whether or not to undertake such improvement and/or extension of the aforementioned roadbed to be within Grantee's sole discretion. All such improvements undertaken by Grantee and/or the Grantee Parties shall be performed in a good and workmanlike manner and shall be engineered (including the drainage from and slope of such roadbed) so as to minimize any disruption to the use of the Premises by Grantor and its licensees and tenants. Grantee and the Grantee Parties, shall have the right to make any other improvements to the Easement Area only upon the prior written approval of such improvements by Grantor, which approval shall not be unreasonably withheld or delayed by Grantor.
3. Grantee shall be responsible for (i) maintaining the Easement Area in a reasonable manner but with no obligation to maintain or improve the Easement Area to a better

CROWN CASTLE GT COMPANY
ACCESS EASEMENT TO BNSF RAILWAY COMPANY

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condition than exists on the date hereof, (ii) repairing damage to the Premises directly caused by use of the Easement by Grantee and/or the Grantee Parties and (iii) keeping the Premises free of liens arising as a result of the actions of Grantee and/or the Grantee Parties. In the event that Grantee fails to maintain the Easement Area as aforesaid, then, after providing Grantee with thirty (30) days written notice, Grantor shall have the right to perform such maintenance at Grantee's expense, and Grantee shall reimburse Grantor for the reasonable costs incurred by Grantor in performing such maintenance within thirty (30) days after receipt of written demand; provided, however, in the event of an emergency or a dangerous situation, Grantor shall have the right to perform any necessary maintenance or repairs without notice or demand upon Grantee and Grantee shall reimburse Grantor for the reasonable costs incurred.

4. Grantee shall indemnify, defend and hold harmless Grantor, its affiliates, subsidiaries, officers, members, managers, employees, agents, tenants, licensees, legal representatives, successors and assigns from and against any loss, cost, damage or expense, including claims for death or injury to person or damage to property, and including, without limitation, reasonable attorneys' fees and costs, which are incurred in connection with the use of the Easement Area by Grantee and/or the Grantee Parties.
5. Grantee shall at all times maintain general public liability insurance in an amount not less than \$1 Million per occurrence and \$3 Million in the aggregate and shall name Grantor as an additional insured on such policies. Notwithstanding the foregoing, Grantee shall have the right to self-insure such coverage in whole or in part; provided, however, Grantee shall in any event provide to Grantor upon execution of this Agreement and on each anniversary of the date of execution thereafter, a letter of self insurance.
6. Grantor may terminate this easement if Grantee, following Grantor's written notice of Grantee's breach of any of the terms and conditions hereof and Grantee's failure to cure any such breach, or reach a written agreement with Grantor regarding same, within forty-five (45) days following delivery of such notice.
7. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor: Crown Castle USA Inc.
 E. Blake Hawk, General Counsel
 Attn: Real Estate Department
 2000 Corporate Drive
 Canonsburg, PA 15317

Grantee: BNSF Railway Company
~~% Southwest Land Group, LLC~~

**CROWN CASTLE GT COMPANY
 ACCESS EASEMENT TO BNSF RAILWAY COMPANY**

~~9360 E. Raintree Drive, Ste 104~~
~~Scottsdale, AZ 85260~~

2500 LOU MENK DR. ARB
FT. WORTH, TX 76131

8. Subject to termination pursuant to Section 6 above, this Easement shall (a) run with the land, (b) be binding upon Grantor, its successors, legal representatives and assigns, and (c) inure to the benefit of Grantee, its successors, legal representatives and assigns.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for its use and enjoyment of the Easement for the purposes aforesaid and for no other purpose and with such Easement subject to the terms and conditions stated hereinabove.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CROWN CASTLE GT COMPANY
ACCESS EASEMENT TO BNSF RAILWAY COMPANY

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers on the 30th day of April, 2008.

GRANTOR:

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company,
2000 Corporate Drive
Canonsburg, PA 15317

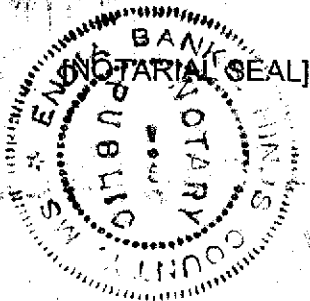
By: Cindy GilbertName: Cindy L. GilbertTitle: Dir. of Property - STA

STATE OF Mississippi)
COUNTY OF Hinds)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of April, 2008, within my jurisdiction, the within named Cindy Gilbert, who acknowledged that (he)(she) is Dir. of Property - STA of CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Endie Banks

Notary Public

My Commission Expires: 7-26-09

CROWN CASTLE GT COMPANY
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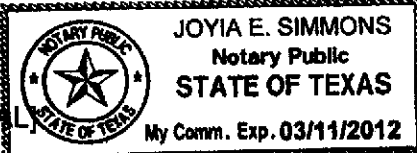
GRANTEE:

BNSF RAILWAY COMPANY,
a Delaware corporation,
2500 Lou Menk Drive, AOB-3,
Fort Worth, Texas 76131-2830

By: *Rebecca Ortiz*
Name: *Rebecca Ortiz*
Title: Manager- Aquisition & Development

STATE OF TEXAS)
COUNTY OF TARRANT)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of May, 2008, within my jurisdiction, the within named Rebecca Ortiz, who acknowledged that (he)(she) is Manager of BNSF RAILWAY COMPANY, a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[NOTARIAL SEAL]  JOYIA E. SIMMONS
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/11/2012

Joyia E. Simmons
Notary Public
My Commission Expires: 3/11/2012

Exhibits:

Exhibit "A": Legal Description of Premises

Exhibit "B": Legal Description of Easement Area

GRANTEE'S ADDRESS & TELEPHONE NUMBER:

BNSF RAILWAY COMPANY
% Southwest Land Group, LLC
9360 E. Raintree Drive, Ste 101
Scottsdale, AZ 85260
() _____

GRANTOR'S ADDRESS & TELEPHONE NUMBER:

CROWN CASTLE GT COMPANY LLC
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
(724) 416-2339

INDEXING INSTRUCTIONS:

SECTION 20, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI

**CROWN CASTLE GT COMPANY
ACCESS EASEMENT TO BNSF RAILWAY COMPANY**

Exhibit "A"

Legal Description of Premises

Lot 1 of CRAFT ROAD INDUSTRIAL SUBDIVISION, a subdivision,* according to the Plat thereof as recorded in Plat Book 38, Page 9, of the Office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi and being more particularly described in Special Warranty Deed recorded in Book 403, Page 417.

*in Section 20, Township 1 South, Range 6 West,

EXHIBIT "B"

Legal Description of Easement Area

That portion of the following described property lying with the Premises as described on the preceding Exhibit A.

Being part of Section 20, Township 1 South, Range 6 West, City of Olive Branch, Desoto County, Mississippi more particularly described as follows:

Commencing from a p.k. nail found at the Southeast corner of Section 20, Township 1 South, Range 6 West, City of Olive Branch, Desoto County, Mississippi; thence North 3,240.14 feet to a point; thence West 2,097.96 feet to a half inch iron pin found on the existing Southwest right of way of BNSF Railway, said point being the Point of Beginning; thence leaving said right of way South 45 degrees 23 minutes 44 seconds West for a distance of 15.00 feet to a point; thence North 46 degrees 54 minutes 55 West for a distance of 606.86 feet to a point on the existing Southwest right of way of BNSF Railway; thence with the existing right of way of said railway North 43 degrees 05 minutes 07 seconds East for a distance of 15.00 feet to a half inch iron pin found on the existing right of way; thence with the existing right of way of said railway South 46 degrees 54 minutes 51 seconds East for a distance of 607.46 feet to a half inch iron pin found on the existing right of way, said point being the Point of Beginning. Said parcel contains 0.21 acres (9,104 sq. ft.), and is subject to right of ways and easements of record.

INDEXING INSTRUCTIONS: Located in the Northeast Quarter of Section 20,
Township 1 South, Range 6 West, DeSoto County, Mississippi.